

II. REMARKS / ARGUMENTS

A. Summary of the Amendments

Claims 8 and 32-40 have been cancelled without prejudice.

Claim 41 has been amended to render it into independent form by incorporating the limitations of former claim 8.

The application now contains thirteen (13) claims, numbered 6, 11, 13 to 22, and 41.

It is respectfully submitted that no new matter has been added by way of the present amendment.

B. Summary of Rejections and Reply

B.1 Rejection of claims 6, 11 and 13-21 under 35 USC 102

On page 2 of the Office Action, the Examiner has rejected claims 6, 11 and 13-21 under 35 USC 102(b) as being anticipated by U.S. Patent 5,361,362 to Benkeser (hereinafter referred to as "Benkeser").

As described below, the Applicant respectfully traverses this rejection and submits that claims 6, 11 and 13-21 are in condition for allowance.

Independent claim 6

The Examiner's attention is respectfully directed to the following excerpt of claim 6:

6. A method of executing a set of at least one incomplete task, comprising:
 - (a) selecting an incomplete task from the set on the basis of an expected duration until completion for that task;

[...].

It is respectfully submitted that Benkeser does not disclose or suggest the above feature of claim 6.

Specifically, Benkeser teaches tracking the time since a task has required the services of the master processor – or the average such time – and using it as the expected time until the next such request by the task (*see* Benkeser, col. 5, lines 3-6: “the previously computed holding time value is taken as the anticipated holding time for the next segment”). However, Benkeser’s “anticipated holding time” for a task is not the same as the *expected duration until completion* of the task. Rather, Benkeser’s concept of anticipated holding time is most applicable where the task in question consists of a stream of “segments” regularly requiring the services of the master processor. In other words, Benkeser looks to past performance in order to predict future behavior (in terms of requests to the master processor). However, the *expected duration until completion* of the task in question will have absolutely no influence on Benkeser’s decision to queue or not queue the given task. Benkeser simply never considers the *expected duration until completion* to be part of his decision making process.

Accordingly, the Applicant respectfully submits that Benkeser does not disclose or suggest at least one feature of claim 6, namely selecting an incomplete task from a set of at least one incomplete task on the basis of an expected duration before completion for that task. Therefore, it is respectfully submitted that Benkeser does not anticipate claim 6. The Examiner is thus respectfully requested to withdraw the rejection of claim 6, which is believed to be in condition for allowance.

Dependent claims 11 and 13-20

Claims 11 and 13-20 are dependent on claim 6 and therefore include all the features of claim 6, including those already shown to be absent from Benkeser. Therefore, for the same reasons as those set forth above in respect of claim 6, it is respectfully submitted that claims 11 and 13-20 are in condition for allowance and the Examiner is respectfully requested to withdraw the rejection of these claims.

Dependent claim 21

Claim 21 is dependent on claim 6 and therefore includes all the features of claim 6, including those already shown to be absent from Benkeser. Therefore, for the same reasons as those set forth above in respect of claim 6, it is respectfully submitted that claim 21 is in condition for allowance and the Examiner is respectfully requested to withdraw the rejection of claim 21.

In addition, claim 21 defines the additional feature of the expiry condition of the execution timer being “a pre-determined percentage of completeness of the selected task”. With respect to Benkeser, the relevant portions of this reference merely teach executing a task for a predetermined number of time periods (*see* Benkeser, col. 5, lines 65-66). Benkeser does not, however, suggest that the number of time periods would be selected to cause the task to reach a given percentage of completeness (or even a given percentage of the time until the task needs the master processor again). Thus, a task reaching some percentage of completeness is an *effect* of the number of time periods that Benkeser selects, rather than the percentage of completion being the *condition* for selecting a number of time periods. For this additional reason, the Examiner is respectfully requested to withdraw the rejection of claim 21.

B.2 Rejection of claims 8 and 32-41 under 35 USC 102

On page 3 of the Office Action, the Examiner has rejected claims 8 and 32-41 under 35 USC 102(b) as being anticipated by U.S. Patent 5,287,508 to Hejna (hereinafter referred to as “Hejna”).

It is noted that the Examiner’s rejection is moot regarding claims 8 and 32-40. Regarding claim 41, as described below, the Applicant respectfully traverses this rejection and submits that claim 41 is in condition for allowance.

Specifically, the Examiner's attention is respectfully directed to the following excerpt of claim 41:

41. A method of executing a set of at least one incomplete task, comprising:
[...]
(b) resetting an execution timer having an expiry condition, wherein the expiry condition of the execution timer is a pre-determined percentage of completeness of the selected task;
[...].

It is respectfully submitted that Hejna does not disclose or suggest the above feature of claim 41.

As was the case with claim 21, claim 41 defines the additional feature of the expiry condition of the execution timer being "a pre-determined percentage of completeness of the selected task". With respect to Hejna, the relevant portions of this reference merely teach load balancing based on "the number of times [that] the processor was allocated to a process" (*see* Hejna, col. 4, lines 62-63). Hejna does not, however, suggest that load balancing be done on the basis of how complete (in percentage) the task is to be after expiry of an execution timer. Thus, a task reaching some percentage of completeness is an *effect* of load balancing in Hejna, rather than such percentage of completeness being a parameter that influences the manner in which a set of tasks is executed.

Accordingly, the Applicant respectfully submits that Hejna does not disclose or suggest at least one feature of claim 41, namely "resetting an execution timer having an expiry condition, wherein the expiry condition of the execution timer is a pre-determined percentage of completeness of the selected task". Therefore, it is respectfully submitted that Hejna does not anticipate claim 41. The Examiner is thus respectfully requested to withdraw the rejection of claim 41, which is believed to be in condition for allowance.

B.3 Rejection of claim 22 under 35 USC 102

On page 4 of the Office Action, the Examiner has rejected claim 22 under 35 USC 102(e) as being anticipated by U.S. Patent 6,145,062 to Chittor (hereinafter referred to as "Chittor").

As described below, the Applicant respectfully traverses this rejection and submits that claim 22 is in condition for allowance.

Specifically, the Examiner's attention is respectfully directed to claim 22 in its entirety:

- 22. A method of executing a set of incomplete tasks, comprising:
 - (a) removing an existing incomplete task from the set when a newer version of the existing incomplete task is added to the set;
 - (b) executing the remainder of the set of incomplete tasks;
 - (c) wherein said removing is effected without completing said existing incomplete task.

With respect, the Applicant believes that the Examiner may have mis-applied the teachings of Chittor to the claimed invention. Specifically, Chittor teaches flushing a *write* to a given address when *read request* for that address is received. The Applicant wishes to point out that a *read request* can not reasonably be considered a "newer version" of a *write* and thus it is not clear how Chittor is even relevant to the claimed invention.

Moreover, Chittor does not "remove" any tasks from his queue. What Chittor means by "flush[ing] the conflicted write" is that this "task", along with the other "tasks" in the queue, are performed (*see* Chittor, col. 2, lines 49-52: "all write transactions from the head of the write queue to and including the conflicted write are output from the queue and performed".)

In contrast, the claimed invention recites that an existing incomplete task is removed from the set when a newer version of the existing incomplete task is added to the set, and it is the remainder of the set of incomplete tasks that is executed. While the Applicant believes that this language alone is sufficient to distinguish over the cited art, the Applicant nevertheless has added feature (c), whereby it is now clarified that the "removing" of the existing incomplete task is effected without completing it.

Accordingly, the Applicant respectfully submits that Chittor does not disclose or suggest at least one feature of claim 22 and the Examiner is thus respectfully requested to withdraw the rejection of claim 22, which is believed to be in condition for allowance.

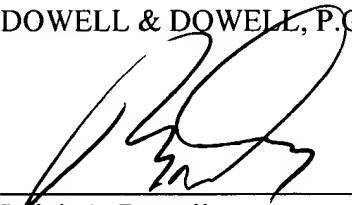
III. CONCLUSION

In view of the foregoing, it is respectfully submitted that the finality of the current Office Action is improper. The Examiner is thus respectfully requested to withdraw the finality of the current Office Action.

In addition, the Applicant is of the view that claims 6, 11, 13-22 and 41 are in condition for allowance. Favourable reconsideration is requested. Early allowance of the application is earnestly solicited.

If the application is not considered to be in full condition for allowance, for any reason, the Applicant respectfully requests the constructive assistance and suggestions of the Examiner in drafting one or more acceptable claims pursuant to MPEP 707.07(j) or in making constructive suggestions pursuant to MPEP 706.03 so that the application can be placed in allowable condition as soon as possible and without the need for further proceedings.

Respectfully submitted,
DOWELL & DOWELL, P.C.



Ralph A. Dowell
Reg. No. 26,868
Agent for the Applicant

Dated: May 24, 2006

DOWELL & DOWELL, P.C.
Suite 406
2111 Eisenhower Avenue
Alexandria, VA 22314
U.S.A.

Tel.: (703) 415-2555
Fax: (703) 415-2559